

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

FILED

In RE: TIMOTHY S DOVE  
DONNA J DOVE

2004 MAR -9 PM 2: 39

U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
CLEVELAND

Acct. No. 00002790

Case #: 03-26074-RB

US BANK  
REAFFIRMATION AGREEMENT


The debtors listed above hereby agree to repay US Bank pursuant to the terms of the original instrument of their obligation, or any additional terms as required by US Bank, listed in Paragraph 5.

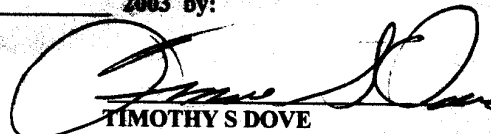
**NOTICE TO DEBTORS: THIS AGREEMENT MAY BE RESCINDED BY YOU ANY TIME PRIOR TO THE DISCHARGE GRANTED BY THE BANKRUPTCY COURT OR WITHIN 60 DAYS AFTER THIS AGREEMENT IS FILED, WHICHEVER EVENT OCCURS LATER, BY YOUR GIVING NOTICE OF YOUR DECISION TO THE CREDITOR. IF YOU WISH TO RESCIND THIS REAFFIRMATION AGREEMENT SEE YOUR ATTORNEY IMMEDIATELY.**

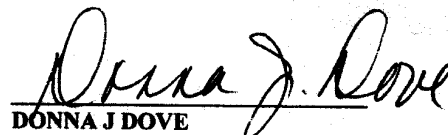
1. The NET PAYOFF on the obligation as of 12/29/03 is \$17,369.08 PLUS interest occurring at the present rate of 10.49%
2. The collateral being held as security is: MORTGAGE
3. Monthly installments in the amount of \$215.56, with the next payment due 1/01/04, will be made on or before the 1ST of each month, and continue until the obligation is paid in full which may include all applicable charges and/or credits pursuant to the terms of the original contract which established this debt.
4. Debtors further understand that this agreement is not required under law and that this agreement is completely voluntary and is in accordance with 11 U.S.C sec. 524 (C).
5. OTHER TERMS:
6. Debtor **MUST** maintain comprehensive, fire, theft, and collision insurance on said property.
7. In the event of default of the terms of this agreement, or the terms of the original instrument of indebtedness the debtors shall relinquish all rights to possession of the security listed in paragraph 2.

The foregoing terms are mutually agreed upon and accepted this

\_\_\_\_\_ Day of \_\_\_\_\_ 2003 by:

  
Catherine Lehnert  
Bankruptcy Specialist  
US Bank NA  
3-3-04

  
TIMOTHY S DOVE

  
DONNA J DOVE

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF OHIO**

**RE:           TIMOTHY S DOVE**  
**DONNA J DOVE**

**CASE #:     03-26074-RB**

**REAFFIRMATION DECLARATION OF ATTORNEY**

Pursuant to 11 USC 524 (C) (3) the undersigned attorney declares that he/she has represented the debtor(s) during the course of negotiating the attached Reaffirmation Agreement, and that it represents a fully informed, and voluntary agreement between the debtor(s) and US Bank. Further that based upon the schedule of income and expenditures previously filed with the court, this agreement does not impose an undue hardship on the debtor(s) or a dependent of the debtor(s); further that the attorney has fully advised the debtor(s) of the legal effect and consequences of an agreement of the kind and of any default under such an agreement.

2/27/04  
DATE

  
WILLIAM J BALENA  
DEBTOR'S ATTORNEY